

**AGREEMENT AMONG  
THE BOARD OF EDUCATION OF LAKE ZURICH COMMUNITY UNIT SCHOOL  
DISTRICT NO. 95,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION OF MAY WHITNEY ELEMENTARY SCHOOL  
(FORMER ELA-VERNON HIGH SCHOOL) AND CONSTRUCTION AT 100 CHURCH  
STREET IN LAKE ZURICH, ILLINOIS  
(SHPO LOG #015022119)**

**WHEREAS**, the Board of Education of Lake Zurich Community Unit School District No. 95 (“Owner”) plans to undertake the demolition of May Whitney Elementary School (former Ela-Vernon High School) as part of the construction of a new elementary school in Lake Zurich, IL; and

**WHEREAS**, the project requires a National Pollutant Discharge Elimination System (“NPDES”) permit, a Water Pollution Control permit, and a Public Water Supply permit from the Illinois Environmental Protection Agency (“IEPA”), thereby making the project an “Undertaking” subject to the *Illinois State Agency Historic Resources Preservation Act* (20 ILCS 3420/1 *et seq.*) and its implementing rules (17 Ill. Admin. Code 4180) (the “Act”); and

**WHEREAS**, the Owner has consulted with the Illinois State Historic Preservation Office (“Office”), a Division of the Illinois Department of Natural Resources (“IDNR”), pursuant to the Act; and

**WHEREAS**, the Director of IDNR is the duly designated State Historic Preservation Officer (“SHPO”); and

**WHEREAS**, on March 25, 2019, the SHPO determined that the May Whitney Elementary School (former Ela-Vernon High School) (“Building”) is eligible to be listed on the National Historic Register of Historic Places; and

**WHEREAS**, the SHPO has determined that the Undertaking will have an adverse effect on the Building that is eligible for the NRHP; and

**WHEREAS**, the parties desire to enter into this Agreement to comply with the requirements of the Act.

**NOW, THEREFORE**, the Owner, IEPA, and the SHPO agree that the Undertaking shall be implemented in accordance with the following stipulations in this Memorandum of Agreement (“Agreement”) in order to mitigate the adverse effects of the Undertaking to the NRHP-eligible properties.

**STIPULATIONS**

MOA May Whitney Elementary School  
100 Church St., Lake Zurich  
707 SHPO Log #015022119

## I. MITIGATION

The Owner shall retain a historical contractor(s) of its choice (Contractor) who meets the Secretary of the Interior's Qualifications (36 CFR Part 61, [https://www.nps.gov/history/local-law/arch\\_stnds\\_9.htm](https://www.nps.gov/history/local-law/arch_stnds_9.htm)) to complete the measures described below. Prior to the expiration of the Agreement, the Owner will ensure that the following mitigation and Historic American Building Survey (HABS) recordation (see: <https://www.nps.gov/hdp/standards/index.htm>) is completed by the Contractor. The Contractor must consult with the SHPO prior to the initiation of the work to ensure that expectations are understood.

### A. Recordation

#### 1. Fieldwork: Site Visit, Photography, Measurements

- a. The Contractor shall take site, interior, exterior, and detail digital images of the Building. These photos should be used for reference in developing the architectural description outlined in I.A.2.d. Field notes/sketches should be used to create the digital sketch plans outlined in I.A.2.a.
- b. The Contractor shall submit draft digital images of the same or very similar views that are proposed for HABS photography to the SHPO for comment. Selection of view and quantity of images shall be done in consultation with the SHPO. Images must include site, elevations, distinctive exterior and interior architectural features, primary interior spaces, and representative non-primary interior spaces. Upon SHPO concurrence in writing of the selected draft views, the Contractor may proceed with taking the final HABS photography as outlined in I.A.1.c. SHPO shall not unreasonably withhold its consent to the selected draft view prepared by the Contractor.
- c. Final HABS photographs must be taken by a professional photographer and must include all the views agreed to in I.A.1.b. Photographs must be taken with a large-format film camera using 4" x 5" or larger black-and-white negatives, processed according to HABS guidelines, with in-camera perspective correction (as needed).
- d. Upon completion of I.A.1.a, b, and c, the Contractor shall digitally submit the images and copies of field notes to the SHPO for review and comment. Upon SHPO confirmation in writing that all of the information necessary to complete HABS recordation has been

collected, the demolition of the Building may commence.

2. Recordation components shall consist of the following items.
  - a. Sketch plans/elevations, as defined by HABS and digitally drawn, of the Building in their current condition printed drawing-size on archivable acid-free stable sheets with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier).
  - b. HABS photographs. Prints from the negatives taken in I.A.1.c must be either wet processed on regular (not resin-coated) photo paper or inkjet-printed, according to HABS guidelines. The size of the final prints shall be the size of the negatives, and their mounting and labeling shall be done in accordance with guidance provided by the NPS. Final recordation package must contain the photo prints, original negatives, and a contact sheet, per HABS standards.
  - c. Archival digital photography. This set of labeled photos are those taken as a part of the reconnaissance and agreed to as stated in I.A.1.a. They should be printed as directed by HABS staff.
  - d. Narrative and description. A written historic narrative and an architectural description of the Building using HABS-designated outline format printed single sided on regular-weight, archival (non-recycled, with 25% cotton fiber content) bond paper.
  - e. Original and/or historic drawings. Any original and/or historic drawings of the Building scanned at a minimum of 400 dpi, dropped full-size onto HABS title blocks, and printed on vellum with either a large-format inkjet printer using a HABS-designated ink set or with a large-format laser printer (i.e., photocopier). The Contractor must consult with the SHPO to determine which extant plans warrant scanning and inclusion in the recordation package.
  - f. Original field notes, if applicable (i.e., field sketches, laser-scan info, photogrammetric data info.)
  - g. Historic images and maps. Photographic copies of illustrative historic images and maps must be scanned, and printed, and labeled according to HABS guidelines. The Contractor must consult with the SHPO to determine which historic images and maps warrant inclusion in the recordation package.

- h. CD/DVD. Digital versions of items I.A.2.a through I.A.2.g must be saved onto an archival CD/DVD.
- 3. Draft submission. The Contractor shall email in pdf format a hardcopy of the 95% draft of the items in I.A.2.a through g to the SHPO for review and comment. When the SHPO accepts in writing the 95% draft submission, the Contractor shall incorporate into the recordation any comments that the SHPO provides and complete the final documentation as directed in I.A.4.
- 4. Final submission. Upon completion of the final documentation, the Contractor shall submit:
  - a. One (1) HABS recordation package containing items I.A.2.a, b, c, d, e, f, g, and h to Alesha Cerny at the NPS Regional Office: 601 Riverfront Drive, Omaha, NE 61802.
  - b. One (1) recordation package containing items I.A.2.a, c, d, e, g, and h in an archival clamshell to SHPO: One Old State Capitol Plaza, Springfield, IL 62701.

Upon final approval, the NPS Regional Office will submit the HABS recordation package to the Heritage Documentation Programs in the National Park Service for eventual deposit in the Library of Congress, and the SHPO will deposit the recordation package with the Abraham Lincoln Presidential Library in Springfield, Illinois.

## II. DURATION

This Agreement shall terminate if its stipulations are not carried out within two (2) years from the date of its execution. Prior to such time, the Owner may consult with the other signatories to reconsider the terms of the Agreement and amend it in accordance with Stipulation VI AMENDMENTS below. The Owner shall notify the signatories as to the course of action it will pursue.

## III. POST-REVIEW DISCOVERIES

If potential historic properties are discovered or unanticipated effects on historic properties are found, the Owner shall consult with the SHPO as soon as practical and make reasonable efforts to avoid, minimize, or mitigate adverse effects to such properties. In the event of an unanticipated discovery of human remains or burials, the Owner understands and agrees that it must immediately stop work within the area of discovery, consult with the SHPO, and comply with the Human Skeletal Remains Protection Act (20 ILCS 3440/1 *et seq.*) and its implementing rules (17 Ill. Admin. Code 4170) as administered by IDNR, which

provides that no human skeletal remains shall be disturbed without a permit issued by IDNR.

#### IV. MONITORING AND REPORTING

Each six months following the execution of this Agreement until it expires or is terminated, Owner shall provide all parties to this Agreement a summary report detailing work undertaken pursuant to the terms herein. Such report shall include any scheduling changes proposed, any significant problems encountered that would prevent the Owner from complying with the terms of this Agreement, and any disputes and or objections received by the Owner in its efforts to carry out the terms of this Agreement.

#### V. DISPUTE RESOLUTION

Should any signatory to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, the aggrieved party shall consult with the signatories to resolve the objection. If the signatories cannot agree regarding a dispute, the signatories shall utilize the procedures provided in 20 ILCS 3420/4e. The Owner's responsibility to carry out all other actions subject to the terms of this Agreement that are not the subject of the dispute remain unchanged.

#### VI. AMENDMENTS

This Agreement may be amended when such an amendment is agreed to in writing by all signatories. The amendment will be effective on the date a copy is signed by all of the signatories.

#### VII. TERMINATION

If any signatory to this Agreement determines that its terms become impossible to carry out, that party shall immediately consult with the other signatories to attempt to develop an amendment per Stipulations V and VI above. If within thirty (30) days an amendment cannot be reached, any signatory may terminate the Agreement upon written notification to the other signatories.

#### VIII. COUNTERPARTS; FACSIMILE OR .PDF SIGNATURES

This Agreement may be executed in counterparts, each of which shall be considered an original and together shall be one and the same Agreement. A facsimile or .pdf copy of this Agreement and any signatures thereon will be considered for all purposes as an original.

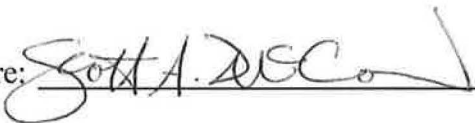
EXECUTION of this Agreement and the implementation of its terms evidence that the Owner, and IEPA have afforded the SHPO an opportunity to comment on the effects of the Undertaking in compliance with the Act.

[Signature Pages to follow]

**AGREEMENT AMONG  
THE BOARD OF EDUCATION OF LAKE ZURICH COMMUNITY UNIT SCHOOL  
DISTRICT NO. 95,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION OF MAY WHITNEY ELEMENTARY SCHOOL  
(FORMER ELA-VERNON HIGH SCHOOL) AND CONSTRUCTION AT 100 CHURCH  
STREET IN LAKE ZURICH, ILLINOIS  
(SHPO LOG #015022119)**

**SIGNATORY**

THE BOARD OF EDUCATION OF LAKE ZURICH COMMUNITY UNIT SCHOOL  
DISTRICT NO. 95 (Owner)

Signature:  Date: 03.18.2021  
Name: SCOTT A. MCCONNELL  
Title: SCHOOL BOARD PRESIDENT

**AGREEMENT AMONG  
THE BOARD OF EDUCATION OF LAKE ZURICH COMMUNITY UNIT SCHOOL  
DISTRICT NO. 95,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION OF MAY WHITNEY ELEMENTARY SCHOOL  
(FORMER ELA-VERNON HIGH SCHOOL) AND CONSTRUCTION AT 100 CHURCH  
STREET IN LAKE ZURICH, ILLINOIS  
(SHPO LOG #015022119)**

**SIGNATORY**

ILLINOIS ENVIRONMENTAL PROTECTION AGENCY (IEPA)

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_



**AGREEMENT AMONG  
THE BOARD OF EDUCATION OF LAKE ZURICH COMMUNITY UNIT SCHOOL  
DISTRICT NO. 95,  
THE ILLINOIS ENVIRONMENTAL PROTECTION AGENCY, AND THE  
ILLINOIS STATE HISTORIC PRESERVATION OFFICER  
REGARDING DEMOLITION OF MAY WHITNEY ELEMENTARY SCHOOL  
(FORMER ELA-VERNON HIGH SCHOOL) AND CONSTRUCTION AT 100 CHURCH  
STREET IN LAKE ZURICH, ILLINOIS  
(SHPO LOG #015022119)**

**SIGNATORY**

ILLINOIS DEPUTY STATE HISTORIC PRESERVATION OFFICER (SHPO)

By:  Date: March 22, 2021  
Robert Appleman, Deputy State Historic Preservation Officer  
Illinois Department of Natural Resources

684783\_1.docx